

SCHEDULE A

Date: April 16, 2009

State of Idaho
DEPARTMENT OF LANDS
REQUEST FOR QUOTATIONS
THIS IS NOT AN ORDER

Requisition Number: 09-212

BIDS CLOSE: May 18, 2009

IMPORTANT INSTRUCTIONS:

The right is reserved to accept or reject quotations on each item separately or as a whole. Special brands, when named, are only to indicate the standard of quality desired. Bidders may bid on their equal. Offerings on other brands, if their equal, will be considered, but brands or descriptions of the equals must be plainly stated. Bidders will use this form in submitting prices.

Prices must be given in the "unit of quantity" we ask for. For example: If we ask for an item by the "piece," bid by the "piece"; if we ask for it by the "foot," bid by the "foot," etc.

To These specifications were written by: IDAHO DEPARTMENT OF LANDS
300N 6th St. Ste 103, Boise ID 83720-0050 Phone: (208) 334-0256

Destination As per project description(s) and map(s)

QUOTE ALL PRICES F.O.B. POINT OF DESTINATION

QUAN.	UNIT	ARTICLES	UNIT PRICE	AMOUNT
		<p>Ground Based Herbicide Application Contract No. 09-212 per attached contract terms and project description and maps.</p> <p><u>Please sign and return this page with your bid(s).</u></p> <p>Submit bid(s) on attached bid forms (Schedule A).</p> <p>FAXED bids will not be accepted.</p> <p>I carry workers' compensation insurance and will furnish a certificate of coverage. _____</p> <p>I do not carry workers' compensation insurance. _____</p> <p>In what State is the bidder domiciled _____. In determining "domicile" the following "rule of thumb" will be used; Corporation - In what state is the Corporation chartered or incorporated. Sole Proprietor or Partnership - In what state is the permanent headquarters or business located. Failure to furnish information on state of domicile may result in rejection of bid.</p> <p>NOTICE: See attached sheet for explanation of Standard Bidder Information.</p> <p>NOTICE: This project is a /herbicide spray project. Contractors must have a valid Idaho Professional Applicator Pesticide License to be an eligible qualified bidder (see Schedule A).</p>		

Discounts will be accepted but cannot be used to determine the lowest bid.

Delivery requested As per project description(s).

Mail your bids to:
Idaho Department of Lands
300 N 6th St. Ste 103
P.O. Box 83720
Boise, Idaho 83720-0050

We have stated hereon the prices at which we will furnish and at destination named above, the articles or services as specified. Delivery will be made within _____ days from receipt of order.

Firm _____

Street _____

City _____ State _____

Zip Code _____ Email _____

Phone _____ FAX _____

Signed by _____

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**ATTACHMENT 1
BIDDING SCHEDULE A
CONTRACT NO. 09-212
GROUND BASED HERBICIDE APPLICATION**

SUPERVISORY AREA	PROJECT NAME AND NUMBER	NUMBER OF ACRES	PRICE PER ACRE	TOTAL EXTENDED AMOUNT
Mica Contract No. 09-212-220038	Supper Hill Herbicide Treatment FM #22-038-104-09	316	\$	\$

Any additional work required under this contract but not scheduled will be performed at the rates shown herein. An approved and signed contract modification will be required prior to the starting of additional work.

In the case of math errors, the **PRICE PER ACRE** will be correctly extended and the corrected **TOTAL EXTENDED AMOUNT** will be the basis for bid award.

NOTE: The quantities of work to be done under this contract as set forth in Schedule A have been estimated and may not be accurate in any or all particulars. They are only for the purpose of comparing on a uniform basis the bids offered for the work under this contract. The Contractor understands and agrees that these are estimates only and that the State shall not be responsible for any claim of profits, loss of profit or for damages because no work is ordered under certain items or because of a difference between the estimated quantities of work to be done and the actual quantities ordered by the State.

APPLICATION NAME	IDAHO STATE PROFESSIONAL APPLICATOR LICENSE NUMBER

CONTRACTOR'S COMPANY NAME: _____

CONTRACTOR'S NAME: _____ PHONE NUMBER: _____

CONTRACTOR'S SIGNATURE: _____ Email (if available) _____

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GROUND BASED HERBICIDE APPLICATION

CONTRACT NO. 09-212

Bid Return Mailing Information

Please return bid proposals to the Directors office in Boise at the following address. Include the following information on the front of the envelope to insure timely processing of your bid.

Bid proposals must be received at the Directors office in Boise by 3:00 pm local time on the closing date.

Your Return address

SEALED PROPOSAL FOR
CONTRACT NO. 09-212
CLOSING DATE
May 18, 2009

STATE OF IDAHO
DEPARTMENT OF LANDS
300 N 6th St. Ste 103
BOISE, ID 83702

For Federal Express or Postal Express mail to:

Idaho Department of Lands,
300 N. 6th Street - Ste 103
Boise, Idaho 83702
Phone: 208-334-0200

Please note on the envelope:

SEALED BID PROPOSAL FOR CONTRACT NO. 09-212

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IDAHO DEPARTMENT OF LANDS

STANDARD BIDDER INFORMATION

ADDENDA

It will be the bidder's responsibility to check for any addenda prior to submitting a bid, proposal, or quotation. In the event it becomes necessary to revise any part of the solicitation documents, addenda will be made available. Information given to a bidder will be available to all other bidders if such information is necessary for purposes of submitting a bid or proposal or if failure to give such information would be prejudicial to uninformed bidders.

BURDEN OF PROOF

ANY VARIATIONS of brand names or deviations from the specifications MUST BE CLEARLY STATED. It shall be the responsibility and burden of the submitting vendor to furnish the State WITH ITS ORIGINAL SUBMISSION sufficient data to determine if the goods or services offered conform to the specifications.

ORAL INFORMATION

The State will not be responsible for any verbal or oral information regarding a bid.

BIDDER DISQUALIFICATION AND AWARD INFORMATION

The State reserves the right to make reasonable inquiry to determine the responsibility of a bidder or offerer. Such requests may include but not be limited to financial statements, credit ratings, statements of experience and past performance, references, etc. Successful bidders must show to the satisfaction of the Idaho Department of Lands that they have sufficient equipment and work crews to complete the work contracted by the time specified. The unreasonable failure of a bidder or offerer to promptly supply information in connection with such a bid is reason for disqualification. Except as otherwise provided by law, information furnished by the bidder or offerer pursuant to this provision may not be disclosed outside the Idaho Department of Lands without prior written consent of the bidder or offerer. Disqualification of a "lower price bid" may be pursued when a bidder's reputation, experience or references are such as to create a doubt about satisfactory job completion or if the bid prices are considerably below department estimates and the other bid prices. The Purchasing/Contracts Agent will contact the bidder and request that they disqualify themselves by withdrawing in writing. If the bidder refuses to withdraw, the Purchasing/ Contracts Agent may notify the bidder in writing that we will not offer them a contract and proceed with an award to the next responsible bidder.

PARTNERSHIPS

Contractors bidding as partners must furnish the Department the name of the partnership, names of the partners, and the partnership's Federal taxpayer I.D number. All payments will be made to the partnership.

INTERNAL REVENUE SERVICES REPORTING REQUIREMENT

IRS rules and regulations require employers to submit a miscellaneous income form (IRS form 1099) for all contractual persons who receive \$600 or more in a calendar year. Incorporated firms are exempt from this reporting requirement. The contractor's taxpayer identification number (Social Security or employer number) must be listed on the signature page of the contract.

PUBLIC RECORDS

The Idaho Public Records Law, Idaho Code Sections 9-337 through 9-348, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a state or local agency regardless of the physical form or character. ALL, OR MOST (there are exceptions), OF THE INFORMATION CONTAINED IN YOUR RESPONSE TO THE STATE'S SOLICITATION WILL BE A PUBLIC RECORD SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW.

WORKERS COMPENSATION INSURANCE

All persons working for the State under any contract of hire, expressed or implied, must be covered by worker's compensation insurance. (Reference Title 72, Idaho Code).

No contractor may sign an affidavit or waiver of any kind declaring himself exempt from coverage.

Any contractor who hires employees to accomplish the contracted work must provide a certificate of worker's compensation insurance.

The Department of Lands may pay worker's compensation insurance premiums on behalf of the contractor if the contractor has no employees and, except for the provisions in this contract, is not otherwise required to carry worker's compensation insurance. The contractor must indicate he does not carry worker's compensation by checking the appropriate statement on the bid form. The cost of the premium will be tallied in the bid evaluation so that a contractor paying worker's compensation premiums is not penalized. In no event will the premium be paid to the contractor.

Example: Bidder #1 bid total = \$8,000.00
Bidder does not provide worker's compensation

Bidder #2 bid total = \$9,000.00
Bidder provides worker's compensation

The following procedure will be used to evaluate the bid without worker's compensation.

(EXAMPLE – ALL RATES ARE EXAMPLES ONLY)

Bid price times applicable worker's compensation rate times current Department of Lands' percentage reduction rate added to bid price.

<u>Bidder #1</u>	<u>Worker's Class Rate</u>		<u>Reduction Rate</u>	<u>Premium Amt.</u>
\$8,000.00	x rate \$31.00 per/100	x	67.5	= \$1,674.00
			Plus bid amount	+8,000.00
			Total bid price	\$9,674.00

Bidder #2 would be the successful bidder and furnish a certificate to the Department.

PREFERENCES

Section 67-2349, Idaho Code, requires application of a preference in determining which bidder submitted the lowest responsible bid. If the bidder who submitted the lowest bid is domiciled in a state which has a preference law that penalizes Idaho domiciled bidders, then the State must apply a preference. The penalty applied to out-of-state bidders competing against Idaho bidders is determined by the penalty applied by the bidder's domiciliary state to its out-of-state bidders.

In determining domicile, the following "rule of thumb" will be used: Corporations – the state in which the corporation is chartered or incorporated; Sole proprietor or partnership – the state in which the permanent headquarters of the business is located.

A bidder domiciled outside the boundaries of the state of Idaho may be considered as an Idaho domiciled bidder provided that there exists for a period of one year preceding the date of the bid a significant Idaho economic presence as defined herein. A significant Idaho economic presence shall consist of the following: (a) That the bidder maintain in Idaho fully staffed offices, or fully staffed sales offices or divisions, or fully staffed sales outlets, or manufacturing facilities, or warehouses or other necessary related property; and (b) if a corporation, that it be registered and licensed to do business in the state of Idaho with the office of the secretary of state.

REJECTION OF BIDS AND CANCELLATION OF BID SOLICITATION

Prior to the issuance of a contract, the State shall have the right to accept or reject all or any part of a bid or proposal or any and all bids or proposals when: (i) it is in the best interests of the State of Idaho; (ii) the bid does not meet the minimum bid specifications; (iii) the bid is not the lowest responsible bid; (iv) a finding is made based upon available evidence that a bidder is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill contract requirements; or (v) the item offered

deviates to a major degree from the bid specifications, as determined by the State (minor deviations, as determined by the State, may be accepted as substantially meeting the bid requirements of the State of Idaho). Deviations will be considered major when such deviations appear to frustrate the competitive bidding process or provide a bidder an unfair advantage. Prior to the issuance of a contract, the State shall have the right to reject all bids, proposals, or quotations or to cancel a solicitation or request for quotations. Cancellation may be for reasons that include but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) property is no longer required; (iv) there is a change in requirements; (v) all bids are deemed unreasonable or sufficient funds are not available; (vi) bids were not independently arrived at or were submitted in bad faith; (vii) it is determined that all requirements of the bid process were not met; (viii) insufficient competition; or (ix) it is in the best interests of the state of Idaho.

BID AWARD PROCEDURES

For contracts with a total solicitation value of \$75,000 or less, the State will mail a contract award to the successful bidder(s) within five (5) working days following the bid closure date.

For contracts with a total solicitation value of more than \$75,000, the State will notify all bidders within five (5) working days following the bid closure, by mail and/or fax, of its intent to award a contract and the party(ies) to whom the contract will be awarded. After elapse of the five (5) day appeal period set forth in Idaho Code (see Administrative Appeals below), and there being no appeals received, the State will award a contract to the successful bidder(s).

Bidders to whom a contract has been awarded will have fourteen (14) calendar days from the mailing date of the award notice to return to the State a signed copy of the contract along with the required bonding and certificates of insurance. If the State does not receive such documents within the specified time period, the State may declare, at its sole discretion, that all bidder's rights to the contract are forfeited, and the State may proceed without further delay or notice to award the contract to the next low bidder.

ADMINISTRATIVE APPEALS

The law the State follows in administrative appeals is set forth at Section 67-5733, Idaho Code.

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STATE OF IDAHO

DEPARTMENT OF LANDS



GROUND BASED HERBICIDE APPLICATION

CONTRACT NO. 09-212

**STATE OF IDAHO
DEPARTMENT OF LANDS**

GROUND BASED HERBICIDE APPLICATION

CONTRACT NO. 09-212

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STATE OF IDAHO
DEPARTMENT OF LANDS

GROUND BASED HERBICIDE APPLICATION
CONTRACT NO. 09-212

DIVISION A – GENERAL SPECIFICATIONS

1. DEFINITIONS, TERMS AND ABBREVIATIONS

- a. Attachments: The attached project descriptions, maps, and other labeled references are part of this contract, and any special terms therein are binding upon all parties.
- b. State, Department of Lands, IDL: Acceptable and legal references to the Idaho Department of Lands, for the purposes of this contract.
- c. Contract Supervisor: The designated Idaho Department of Lands representative who will provide on-the-ground administration of this contract.
- d. Contractor's Representative: The Contractor's representative authorized in writing to act on the Contractor's behalf.
- e. Purchasing/Contract Agent: The contracting officer for the Idaho Department of Lands.
- f. Crew: May be one or more individuals performing work under this contract.
- g. Services: Includes services performed, workmanship, and material furnished or utilized in the performance of services.
- h. Buffer Zone or Buffer Strip: An untreated leave strip; no treatment (herbicide application) required.
- i. Hardwood Species: All perennial deciduous hardwood trees and brush.
- j. Schedule A: The attached bidding schedule, which will become a part of this contract, is the basis of pricing for all work to be accomplished under this contract.
- k. Slash: All severed trees, tops, and debris created as a result of the cutting activity.
- l. Stream Protection Zones (SPZ's): Class I Streams used for domestic water supply or are important for the spawning, rearing or migration of fish. Class II Streams which are usually headwater streams or minor drainage's that are used by only a few, if any, fish for spawning or rearing.
- m. Surplus Stems: All hardwood trees and brush which are required to be cut as per the attached project description(s). Surplus stems include trees and brush not completely severed from the stump, cut trees and brush with stumps not cut below the lowest live limb(s) or stumps taller than the minimum height.
- n. Unit: The units, for purposes of this contract, are shown on the project map(s).

2. CONTRACT RELATIONSHIP

It is distinctly and particularly understood and agreed between the parties that this contract does not create an employer/employee relationship. Furthermore, the State of Idaho is in no way associated

or otherwise connected with the performance of any service under this contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, indemnify and hold the State of Idaho harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this contract.

3. CONTRACTOR RESPONSIBILITY

The Contractor shall be required to assume responsibility for production and delivery of all material and services which are to be provided by Contractor under this contract, whether or not the Contractor is the manufacturer or producer of such material or services. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of goods or services.

4. SUBCONTRACTING

Unless otherwise allowed by the State in this contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the contract by Contractor's subcontractor or its sub-subcontractor.

5. ANTIDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Acceptance of this contract binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No other wise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this contract. The Contractor must include this provision in every subcontract relating to purchases by the State to insure that subcontractors and vendors are bound by this provision.

6. WORKMAN'S COMPENSATION INSURANCE

The Contractor will maintain and pay for any applicable workman's compensation insurance and will provide a certificate of same. If the Contractor does not have employees and is not otherwise required to carry workman's compensation insurance under the laws of the State of Idaho, the Idaho Department of Lands will furnish workman's compensation insurance for work done under this contract unless otherwise specified in the contract. The cost to the Idaho Department of Lands for furnishing such workman's compensation insurance will be added to the Contractor's bid price for purposes of bid evaluation only. In no event will said amount be paid to the Contractor.

7. TAXES

If the Contractor is required to pay any taxes incurred as a result of doing business with the State of Idaho, it shall be solely and absolutely responsible for the payment of those taxes.

8. LICENSES, PERMITS & FEES

The Contractor shall, without additional expense to the State, obtain all required licenses and permits and pay all fees necessary for executing provisions of this contract unless specifically stated otherwise herein.

9. STATE OF IDAHO MINIMUM WAGE LAW

It will be the responsibility of the Contractor to fully comply with Section 44-1502, Idaho Code, regarding minimum wage.

10. AFFIDAVIT OF COMPLIANCE

The Contractor, upon completion of the project work, must furnish the Idaho Department of Lands with a notarized affidavit stating that:

- a. At least the minimum Idaho wage was paid.
- b. There was compliance with all labor laws.
- c. All debts incurred as a result of this contract were paid.
- d. Any further claims against the State of Idaho under this contract are relinquished, pending payment for services rendered.

11. SAVE HARMLESS

Contractor shall indemnify and hold harmless the State of Idaho from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under this contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act.

12. OFFICIALS, AGENTS AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE

In no event shall any official, officer, employee or agent of the State of Idaho be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this contract. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this contract.

13. RISK OF LOSS

Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Contract. If installation is requested by the State or specified in the State's bidding documents, pricing shall include all charges associated with a complete installation at the location specified.

14. ASSIGNMENTS

The Contractor shall not assign a right or delegate a duty under this contract without the prior written consent of the State.

15. PROHIBITED CONTRACTS

No member of the legislature or officer or employee of any branch of the state government shall directly himself, or by any other person execute, hold or enjoy, in whole or in part, any contract or agreement made or entered into by or on behalf of the state of Idaho, if made by, through or on behalf of the department in which he is an officer or employee or if made by, through or on behalf of any other department unless the same are made after competitive bids. (Idaho Code Section 67-5726(1)).

16. GOVERNMENT REGULATIONS

- a. The Contractor shall abide by and comply with all laws and regulations of the United States, the State of Idaho including the Forest Practices Act (Title 38, Chapters 1 and 13, Idaho Code), counties or other governmental jurisdictions wherein the work is executed insofar as they affect this contract. The Contractor will make all payments, contributions, remittances, and all reports and statements required under said laws.
- b. Contractor guarantees that all items meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies.

17. SAFETY INFORMATION

- a. The Contractor assumes full responsibility for the safety of his employees, equipment and supplies (including chemicals).
- b. In order to protect life and health and to prevent damage in the performance of the contract, the Contractor and his employees will use due diligence in preventing accidents. The Contractor will maintain a record of all cases of death, injury, or disease arising out of, or in the course of employment on, work under this contract. The record will be available upon call of the Idaho Department of Lands. Duplicate accident records shall not be necessary if reporting is already a State of Idaho requirement.
- c. All chemicals, equipment and materials proposed and/or used in the performance of this Contract must conform to the standards required by the William-Steiger Occupational Safety and Health Act of 1970. Contractor must furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

18. USE OF THE STATE OF IDAHO NAME

Contractor agrees that it will not, prior to, in the course of, or after performance under this contract, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

19. APPROPRIATION BY LEGISLATURE REQUIRED

It is understood and agreed that the State is a government entity and this contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this contract in whole or in part (or any order placed under it) if, in its judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations and, in some instances, direct federal funding.

20. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible.

21. GOVERNING LAW

This contract shall be construed in accordance with, and governed by the laws of the State of Idaho.

22. ENTIRE AGREEMENT

This contract, with the State's Invitation to Bid, Request for Proposal, or Request for Quotation, including any addenda (such deemed incorporated by reference) and the vendor's response, to the extent it is not in conflict with the specifications or the States terms and conditions (such document deemed incorporated by reference), constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous bids, proposals, or quotations, both oral and written, discussions, representations, commitments, and all other communications between the parties. Where terms and conditions specified in the State's documents or the Contractor's response differ from those specifically stated in this contract, the terms and conditions of this contract shall apply.

23. MODIFICATION

This contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

24. INSURANCE REQUIREMENTS

The Contractor shall obtain and retain in force for the duration of this contract, the following forms of insurance. The Contractor shall furnish the Department of Lands with a certificate of insurance executed by a duly authorized representative of the insurer(s), showing compliance with the insurance requirements set forth below. All certificates shall provide for ten (10) days' written notice to the Department of Lands prior to cancellation or material change of any insurance referred to therein. All policies required shall be written such that the insurance of the Contractor is primary and any insurance carried by the State of Idaho, its departments, agents, officials, and employees shall be excess and not contributory to the insurance provided by the Contractor. All policies shall be endorsed to include the State of Idaho, its departments, agents, officials, and employees as additional insured's and shall protect the Contractor and the State from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract whether such operations be by the Contractor, his employees, subcontractors, agents, or guests. All policies shall contain waiver of subrogation coverage or endorsements. Failure of the Department of Lands to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the Department of Lands to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract.

- a. Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than \$1,000,000 each occurrence. The policy shall provide coverage for bodily injury and property damage arising from the transportation, storage, handling or application of chemical herbicide agents as specified in this contract. Chemical liability coverage shall not be less than \$300,000 combined single limit per occurrence. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.
- b. The Contractor shall maintain automobile liability insurance which shall provide a minimum \$500,000 combined single limit per occurrence and shall include coverage for all owned, non-owned, and hired vehicles used in the performance of services under this contract.
- c. By requiring insurance herein, the Department of Lands does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the State in this contract.
- d. The Contractor shall maintain worker's compensation insurance including employer's liability in the amount required by statute covering employees of Contractor and any uninsured subcontractors. Contractor shall furnish the Department of Lands with a certificate of insurance evidencing such coverage. If the Contractor does not have employees and is not otherwise required to carry worker's compensation insurance under the laws of the State of Idaho, the Department of Lands will furnish worker's compensation insurance for work done under this contract. The cost to the Department of Lands for furnishing such worker's compensation insurance will be added to the Contractor's bid price for purposes of bid evaluation only. In no event will said amount be paid to the Contractor.
- e. The Contractor shall require all subcontractors utilized in performance of this contract to provide certificates of insurance to the Department of Lands evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

25. PERFORMANCE BOND

A performance bond in the amount of ten percent (10%) of the total contract price, or five hundred dollars (\$500.00), whichever is greater, will be held until all project work has been satisfactorily completed to guarantee full and faithful compliance with each and every term and condition as follows:

- a. Ten percent (10%) of the total contract price, or five hundred dollars (\$500.00), whichever is greater, in cash, by certified check, or money order made payable to the Treasurer, State of Idaho, must be submitted to the State prior to the execution of the contract by the Idaho Department of Lands. In lieu of a cash bond, bidders may submit a Certificate of Deposit or Letter of Credit in a form that is acceptable to the State. Such documents will be subject to approval by the Idaho Department of Lands prior to the execution of the contract.

- b. The bond will be refunded to the Contractor upon satisfactory completion of all contract requirements and upon receipt of an Affidavit of Compliance as stipulated in Division A, paragraph 9.

26. CONTRACT PERIOD

- a. The contract period is specified in the attached Project Description.
- b. The Contractor and the State will develop a mutually agreeable tentative schedule of herbicide application, within the contract period, for the attached project.
- c. The Contractor agrees to start herbicide application on the project based on the dates set forth in the Project Description, upon receipt of at least three (3) days advance notice from the Contract Supervisor.
- d. Once the Contractor starts the herbicide application on the attached project, said operation will be carried out continuously, unless directed otherwise by the Contract Supervisor.
- e. In the event it becomes impossible, as determined by the Contract Supervisor, to undertake the herbicide spraying application portion of the project due to weather or other conditions, project work shall cease until weather conditions are suitable for herbicide application to be resumed.

27. WORK PROGRESS AND CONTRACT PERFORMANCE

Before starting work, the Contractor and the Contract Supervisor shall hold a prework conference.

28. CONTRACT TERMINATION

- a. The State may terminate this contract, in whole or part, by written notice delivered to either the Contractor or his representative in any one of the following circumstances. Termination by the State for cause may result in forfeiture of Contractor's bond.
 - (1) Failure of the Contractor to perform any of the provisions of this contract.
 - (2) Failure of the Contractor to correct unsatisfactory performance or work within 48 hours after it has been brought to his attention, or as soon thereafter as determined practicable by the Contract Supervisor.
 - (3) Failure of the Contractor to make satisfactory progress in order to complete the work within the contract period.
 - (4) The State may terminate this contract at any time for the convenience of the State upon ten (10) calendar days' written notice specifying the date of termination.
- b. Upon termination, the Contractor shall:
 - (1) Promptly discontinue performing under the contract, unless the termination notice directs otherwise.
 - (2) Promptly return to the State control of the properties and any personal property provided by the State pursuant to the contract.

- (3) Deliver or otherwise make available to the State all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing duties under the contract, whether completed or in process.
- c. Upon termination, the obligations and liabilities of the parties shall cease, except that the obligations or liabilities incurred prior to the termination date shall be honored. This paragraph shall not be interpreted to place any requirement on the State to accept or make payment to the Contractor for any unsatisfactory work.
- d. If the State terminates the contract, the State may take over the work and may award another party a contract to complete the work as stated by this contract.
- e. In the event of termination, the State shall pay all sums still due Contractor through the effective date of termination in full within thirty (30) days of a written demand and receipt of all items necessary from Contractor to allow the State to make payment.

29. ITEMS TO BE FURNISHED BY THE CONTRACTOR

- a. The Contractor shall furnish all labor, equipment, supervision, transportation, materials, and incidentals necessary to satisfactorily complete this contract including all safety equipment required by current laws and regulations.
- b. The Contractor will also provide all bilingual (English and the principal language of the crew members) supervisory personnel as specified below:

1 - 6 Crewmen = 1 Crew Supervisor
7 - 11 Crewmen = 2 Crew Supervisors
12 or more Crewmen = 2 Nonworking Crew Supervisors

30. ITEMS TO BE FURNISHED BY THE STATE

The Idaho Department of Lands shall furnish:

- a. A Contract Supervisor to acquaint the Contractor with each unit to be worked and to conduct periodic field inspections.
- b. Copies of administrative maps and project map(s).
- c. Herbicide unless otherwise specified in the attached project description(s).
- d. Other items as per the project description(s).

31. TRASH CLEANUP

The Contractor shall be responsible for picking up and properly disposing of all trash generated as a result of this contract at the end of each day. This includes any camps made by Contractor personnel. Cleanup shall be done to the satisfaction of the Contract Supervisor and covered by the Contractor's performance bond.

32. CAMPING ON STATE LAND

Contractor personnel may camp on State land during the contract period with written approval from the Department of Lands. Such camping will be at the Contractor's own risk. Any camps will be made in accordance with the conditions set forth by the Idaho Department of Lands supervisory area and must be in compliance with State Land Board rules and regulations for fire prevention.

33. FIRE RESPONSIBILITY

- a. The Contractor will adhere to State Land Board rules and regulations which set forth fire prevention safety precautions for woods operations. Such rules and regulations are available at any Idaho Department of Lands office. These rules and regulations will be outlined during the prework conference with the Contractor.
- b. The Contractor shall not build any open fires at any time of the year on the contract area without first obtaining written permission from the State.
- c. Fire spreading through the contract area which is a result of the Contractor's operation or employees' actions shall be the liability of the Contractor.

34. CONTRACT ADMINISTRATION

- a. The Contract Supervisor has the following authority in addition to that delegated to him in other portions of this contract.
 - (1) Decide questions of fact arising in regard to quality and acceptability of equipment to be used, materials furnished, and all work performed.
 - (2) Make recommendations for payment.
- b. Disputes between the Contract Supervisor and the Contractor will be resolved by the State.

35. COMPLIANCE AND PAYMENT PROCEDURES

Compliance and payment for work performed will be based on the following:

- a. Acceptance of contract work shall be determined by the Contract Supervisor by a walk-through of each unit to ensure that all project objectives, and contract requirements and specifications have been met.
- b. If work on a unit or part thereof fails to meet contract specifications, the Contractor will be required to bring the parcel up to contract specifications before payment is made.
- c. If the original inspection results are unacceptable to the Contractor on either a completed or partially completed unit, one reinspection may be requested in writing. The Contract Supervisor and the Contractor's Representative shall together revisit the unit to determine satisfactory compliance with project objectives and contract specifications as per Division B, paragraphs 2, 3 and 8. The results of the second inspection will be used in determining payment. If the second inspection results do not meet contract specifications, the Contractor shall pay for the cost of the reinspection.
- d. Payment shall be made as per the attached project description after each unit is declared satisfactorily completed by the Contract Supervisor, including all modifications. In the event this project is not completed and the State elects to terminate this contract as per Division A, paragraph 26, item c., the percentage of the project satisfactorily completed will be determined by the State and the cost of such determination deducted from the Contractor's payment or from the Contractor's performance bond.

DIVISION B – TECHNICAL SPECIFICATIONS

Unless stated otherwise, all work performed shall conform to that commonly used in the forestry profession, the Idaho Department of Lands Forest Management Manual, and as directed by the Idaho Department of Lands.

1. LOCATIONS AND ACREAGE DETERMINATION

- a. The unit boundaries, other than for easily identified ground features, have been marked with paint or flagging as per the project description(s).
- b. Net acreage as indicated in the project description(s) was measured on the horizontal plane. Large openings, roads, and buffer zones have been deducted from the gross acreage and are designated as excluded areas on the project map(s).

2. HERBICIDE SPECIFICATIONS

Herbicides to be used and rate of application are specified in the attached project description(s).

3. HERBICIDE SPRAY APPLICATION

All chemical applications will be made in compliance with, but not limited to, the Idaho Forest Practices Act; Idaho Administrative Code; IDAPA 02, Title 03, Chapter 03; Idaho Statute, Title 22, Chapter 34, Idaho Code; the Idaho Department of Agriculture Pesticide Law Rules and Regulations, all applicable Environmental Protection Agency rules and regulations, and as per the manufacturer's label.

4. STREAM PROTECTION ZONES

No herbicide will be applied to live (flowing) streams or open waters. Such streams and water bodies within or adjacent to project areas will be defined on project maps, and a twenty-five-foot (25') buffer zone will be left untreated on each side of the live stream or open body of water.

5. APPLICATION AND SPRAY SYSTEM REQUIREMENTS

- a. The Contractor shall supply all equipment needed to accomplish the work set forth in this contract.
- b. The Contract Supervisor will inspect and approve all water sources and spraying, mixing, and other support equipment prior to use.

6. PERSONNEL

- a. Contractor shall furnish experienced, properly licensed personnel for transporting, mixing, and applying herbicides to the project area.
- b. The Contract Supervisor reserves the right to bar from work on the project any Contractor personnel who, in the opinion of the Contract Supervisor, violated contract terms or is unsafe or otherwise unsatisfactory.

7. CHEMICAL SPILLAGE

The Contractor will be responsible for keeping chemical spillage cleaned up during and after completion of the project. This includes, but is not limited to, spillage associated with chemical transportation or loading operations.

- a. The Contractor shall notify the Contract Supervisor of any spilled chemical and take immediate action to contain, neutralize, or isolate spilled chemicals as directed by the

chemical manufacturer's instructions and all applicable State and Federal laws, rules and regulations.

- b. If the Contractor fails to promptly or adequately clean up any chemical spills, the Idaho Department of Lands may take whatever action is deemed necessary to contain, neutralize, or isolate the spillage. The Idaho Department of Lands will have the option of either billing the Contractor directly for the costs incurred in abating the spillage, deducting costs from the contract payment, deducting the costs from the Contractor's bond, or any combination of these methods.

8. SLASH HAZARD ABATEMENT REQUIREMENTS

- a. Designated roads and skid trails, noted on the project map, around and throughout the project area will provide access and act as additional fire trails. All felled material in or protruding over the top of cutbanks and at least two feet (2') beyond the fill side on these roads and skid trails will be removed by the Contractor and redistributed within treated area.
- b. All felled material which falls outside the unit boundaries shall be pulled back into the unit(s).
- c. Additional hazard abatement treatment(s) are listed in the attached project description(s).

: **IN WITNESS WHEREOF**, the parties have caused this contract to be executed effective this

_____ day of _____, 20____, in Boise, Idaho.

IDAHO DEPARTMENT OF LANDS

CONTRACTOR

By _____

By _____

Date _____

Date _____

Contractor's Social Security
or Employer Number

Taxpayer ID# (TIN)

Contractor's Phone/Contact No.

email if available

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CONTRACT NO. 09-212-22038
PROJECT DESCRIPTION

PROJECT NAME: Supper Hill Herbicide Treatment

PROJECT NO: 22-038-104-09

SUPERVISORY AREA: Mica

PROJECT AREA: 316 acres

PROJECT LOCATION:

The project is approximately eight miles west of Spirit Lake, Idaho.

Legal Description:

<u>Unit #</u>	<u>Subdivision</u>	<u>Sections</u>	<u>Township</u>	<u>Range</u>	<u>Acres</u>
1	Pts. NWNE, Pts. S2NE, Pts. E2NW, Pts. N2SE	24	53N	6W	48
2	Pts. SENE, Pts. NESE	24	53N	6W	9
3	Pts. SENE, Pts. NESE, Pts. N2SESE	24	53N	6W	42
4	Pts. SE	24	53N	6W	16
5	Pts. SWNE, Pts. SENW, Pts. E2SW, Pts. SE	24	53N	6W	54
6	Pts. E2E2SW, Pts. W2W2SE	24	53N	6W	12
7	Pts. Govt. Lots 1-3, Pts. S2NE, Pts. N2NESE	18	53N	5W	111
8	Pts. Govt. Lots 2-4	13	53N	6W	24

TREATMENT TYPE:

Units 1 and 2 will be directed ground sprayed with herbicides using backpack sprayers on all brush, ferns, hardwoods and grass up to 15 feet in height. Units 4, 6, 7 & 8 will be hack and squirt treated with herbicides only on all hardwood stems one inch in diameter at chest height and larger. Units 3 & 5 will have both the directed ground spray and hack and squirt with herbicides as listed above.

CONTRACT PERIOD:

Contract work may commence after the Contractor has received a signed copy of the contract and has had a pre-work conference with the Contract Supervisor. Project work may not commence until after July 1, 2009. All field work of the directed ground spray will be completed by August 10, 2009. All field work of the hack and squirt will be completed by September 1, 2009. This contract shall terminate on November 30, 2008.

CONTRACT PAYMENT:

Payment will be made upon satisfactory completion of all contract requirements as per the master contract. Payment will be made at rate set forth in the Schedule A attached hereto.

Project Description
Supper Hill Herbicide Treatment
Contract No: 09-212-220038
Project No: 22-038-104-09

SUBJECT TO DIRECTION AND INSTRUCTION OF THE CONTRACT SUPERVISOR, THE CONTRACTOR WILL BE REQUIRED TO ADHERE TO THE FOLLOWING SPECIAL PROVISIONS:

1. Units 1, 2, 3 and 5 will be directed ground sprayed with herbicides using backpack sprayers on all brush, ferns, hardwoods and grass up to 15 feet in height.
2. Units 3, 4, 5, 6, 7 & 8 will be hack and squirt treated with herbicides only on all hardwood stems one inch in diameter at chest height and larger.
3. The Contractor shall provide the hatchets, spraying equipment, herbicides, surfactant, dye, water and any other equipment to get the job done. The Contractor shall be responsible for testing water and bring pH to less than 6.5 and water hardness to less than 600 using a product such as Bronc Max prior to mixing with other chemicals if necessary.
4. Backpack sprayers shall be equipped with a 45 degree fan type nozzle applying a mist to the target vegetation (Do not spray to the point of dripping off the leaves).
5. Chemicals for the backpack sprayers will be mixed and applied by the Contractor at a rate mix of 2.5 % Accord Concentrate (or average 1.429 qts./acre @ 7 gal./acre mix) *plus* 0.5% Arsenal AC (or average 4.48 oz./acre @ 7 gal./acre mix) *plus* 7.5% Atrazine 4L (or average 2.1 qts./acre @ 7 gal./acre mix) *plus* 0.25% Syl-Tac surfactant (or average 2.24 oz./acre @ 7 gal./acre mix).
6. Chemicals for the hack and squirt will be mixed and applied by the Contractor at a rate mix of 48% Accord Concentrate *plus* 2% Arsenal AC *plus* a blue dye added to identify treated stems. One milliliter (ml) of the mix will be sprayed into each hack. Individual hacks need to be at least one inch (1") in length and must penetrate the bark and one-fourth on an inch (1/4") of wood. The hack must be deep enough to contain at least 1 ml of herbicide and must be level to prevent the herbicide from spilling out. There shall be one hack for every two inches in diameter the stem is at chest height and placed out equally around the target stem. Herbicide and dye shall be applied immediately after hacking.
7. The Contractor is responsible for all licenses and/or permits required to operate as a pesticide/herbicide applicator within the state of Idaho. The Contractor shall provide an employee with a professional applicator's license who shall be on-site at all times during herbicide mixing and application.
8. Herbicide shall not be applied within 25 feet of the class 2 streams or areas of open water.

Project Description
Supper Hill Herbicide Treatment
Contract No: 09-212-220038
Project No: 22-038-104-09

9. Herbicide shall not be applied if rain is forecast within 12 hours.
10. No backpack application will be made if vegetation is excessively wet from dew or rain.
11. Air temperature must be 40 to 80 degrees Fahrenheit and humidity greater than 25% for backpack spraying unless directed otherwise by the Contract Supervisor.
12. No backpack spraying will be done in a wind over 7 m.p.h.

FURTHER INFORMATION:

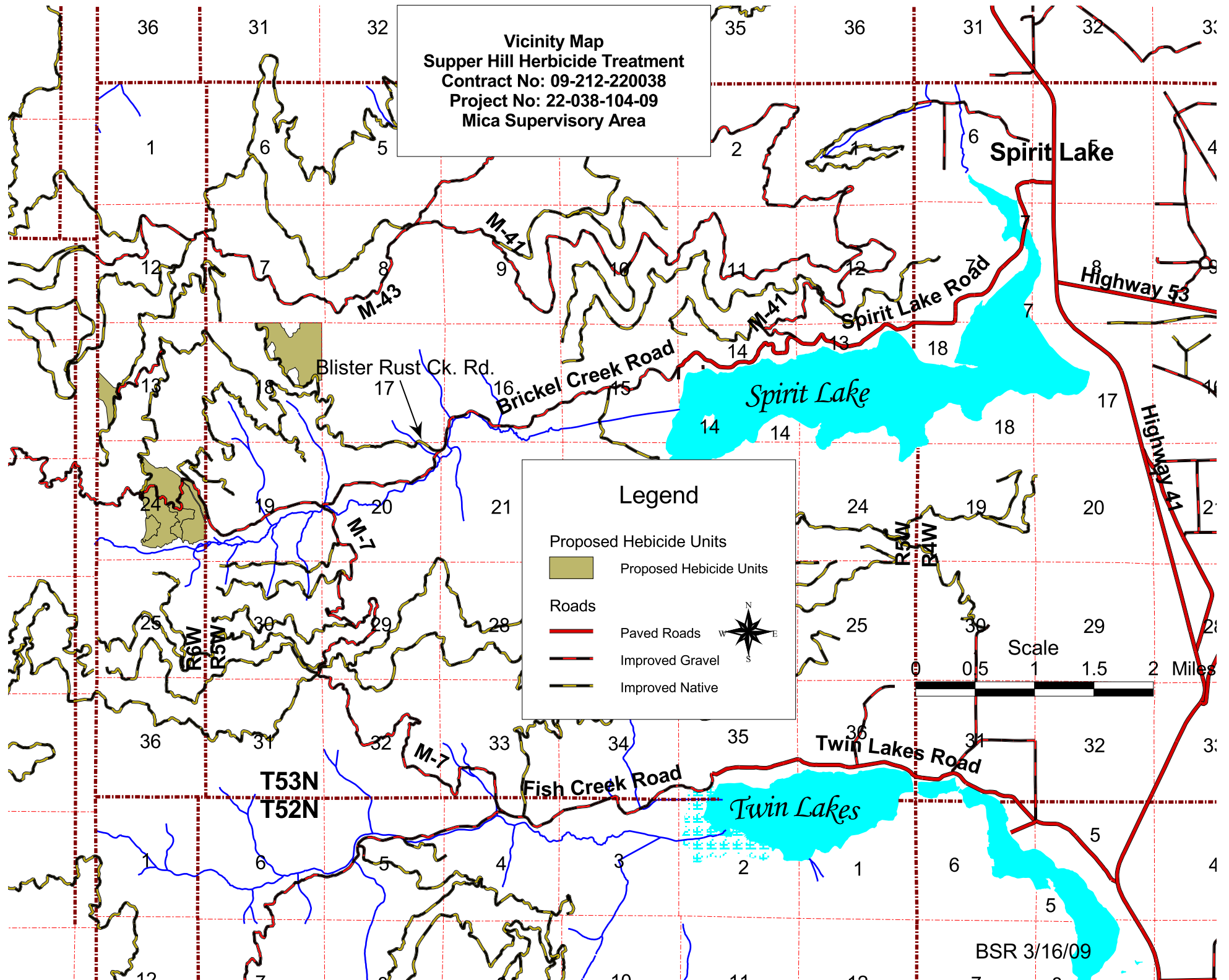
Further information will be available by contacting the following address:

Idaho Department of Lands
Mica Supervisory Area
3706 Industrial Ave. South
Coeur d'Alene, Idaho 83815
208-769-1577 (phone)
208-769-1597 (fax)
srider@idl.idaho.gov (e-mail)

Contact: Scott Rider

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Vicinity Map
Supper Hill Herbicide Treatment
Contract No: 09-212-220038
Project No: 22-038-104-09
Mica Supervisory Area




Project Map
Supper Hill Herbicide Treatment
Contract No: 09-212-220038
Project No: 22-038-104-09
Mica Supervisory Area
Section 18 T53N R5W
and
Sections 13 & 24 T53N R6W


Legend


4 Unit Number

 State Land Boundary


Herbicide Treatment Units


 Hack & Squirt and Directed Ground Spray


 Hack & Squirt Only


 Directed Backpack Spray Only

Roads

 Gravel

 Native Surface

 Primitive



Scale

0 0.25 0.5 Miles

Tank trap here
will be removed
before spray time

Interior boundaries
flagged in orange.

BSR 3/16/09